FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT

THIS FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT (this "**Amendment**") is made and entered into as of April 2, 2025 (the "**Amendment Date**"), by and between **TOWN OF MEDFIELD**, acting by and through the Select Board, a Massachusetts municipality (the "**Town**"), and **TRINITY ACQUISITIONS LLC**, a Massachusetts limited liability company (the "**Designated Developer**").

Recitals

WHEREAS, the Town and Designated Development entered into that certain Land Disposition Agreement for the Redevelopment of Portions of the Former Medfield State Hospital dated June 21, 2022, as affected by an electronic mail exchange between the Parties on March 31, 2025, extending the term thereof (together, the "**Agreement**"), with respect to the redevelopment of portions of the former Medfield State Hospital site in Medfield, MA;

WHEREAS, the Town and Designated Developer desire to amend the Agreement as set forth herein;

WHEREAS, given the passage of time, Designated Developer agrees to contribute funds to defray certain expenses associated with the maintenance and insurance of the Property which the Town had not expected to incur; and

WHEREAS, all capitalized terms used but not defined herein shall have the meanings given them in the Agreement,

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Designated Developer hereby agree as follows:

1. Extension of Closing Date. The first sentence of Section 4(A) of the Agreement is hereby deleted in its entirety and replaced with the following text: "The closing date for delivery of the deed shall be September 30, 2026 (the "**Closing Date**")."

2. Maintenance and Insurance. In furtherance of Section 1(B), Paragraph 2 of the Agreement, Designated Developer agrees to contribute a total of One Hundred Thousand Dollars ($100,000) (the "**Designated Developer Contribution**"), representing a contribution of Fifty Thousand Dollars ($50,000), to be paid annually, toward the costs incurred by the Town to maintain and insure the Property and Project Area during the term of the LDA and pending the occurrence of the Closing Date. The Designated Developer Contribution shall be made in two (2) installments: the first, in the amount of Fifty Thousand Dollars ($50,000) will be made on or before May 1, 2025, and the second, in the amount of Fifty Thousand Dollars ($50,000), will be made on or before May 1, 2026.

3. Partial Infrastructure Construction and Installation. Designated Developer shall be permitted to replace and install utilities in the "great lawn" area as shown on the plan attached here as Exhibit A. The Designated Developer shall restore the area to the same condition as it was prior to installation of said utilities. Thereafter, the Designated Developer or its affiliated entity shall be permitted to install certain utilities and infrastructure along certain ways within the Property to service the to-be-created parcel of land which is leased to the Cultural Alliance of Medfield, Inc., and as shown on the plans attached as Exhibit B (the "**CAM Infrastructure and Utility Work**"). Prior to undertaking the CAM Infrastructure and Utility Work installation, the Designated Developer shall notify the Town at least five (5) business days in advance so that the Town's Owner's Project Manager can oversee the installation. Designated Developer shall be required to obtain all approvals from the appropriate utility provider prior to undertaking the CAM Infrastructure and Utility Work, which shall be done by licensed personnel and professionals as required and be done in a good and workman like manner consistent with other similar work in the greater Boston area. In furtherance of the foregoing, the Town acknowledges that, (a) consistent with Section 1(C), Second Paragraph, it will retain ownership and responsibility for maintenance of the area within which the CAM Infrastructure and Utility Work will be installed, along with the rest of the Public Ways, generally, and (b) the costs of the CAM Infrastructure and Utility Work are intended to be paid for by a future award of MassWorks funding for which the Town's Affordable Housing Trust is intending to submit an application on behalf of Designated Developer during May, 2025.

4. License to Enter. The Designated Developer shall have a license to enter the Property and Project Area for the purpose of undertaking the activities set forth in Paragraphs 3, above. Said License shall be in the form attached hereto as Exhibit C.

5. Ratification. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. From and after the Amendment Date, the Agreement shall be deemed to be amended and modified as herein provided, and the applicable portions of this Amendment, together with the Agreement, shall be read, taken and construed as one and the same instrument.

6. Entire Agreement; No Further Amendment. The Agreement, as amended by this Amendment, constitutes the entire agreement of the parties with respect to such matters thereof and shall not be further amended except by a written instrument executed by the parties.

7. Counterparts. This Amendment may be (a) executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose; and (b) executed and delivered by facsimile, docu-sign, or electronic file (such as pdf of the executed document) attached to electronic mail. The parties hereto intend to be bound by such signatures and delivery, and are

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Land Disposition Agreement as of the Amendment Date.

TOWN:

TOWN OF MEDFIELD
Select Board

By its Town Administrator, duly authorized

[Signatures continue on succeeding page]

DESIGNATED DEVELOPER:

TRINITY ACQUISITIONS LLC

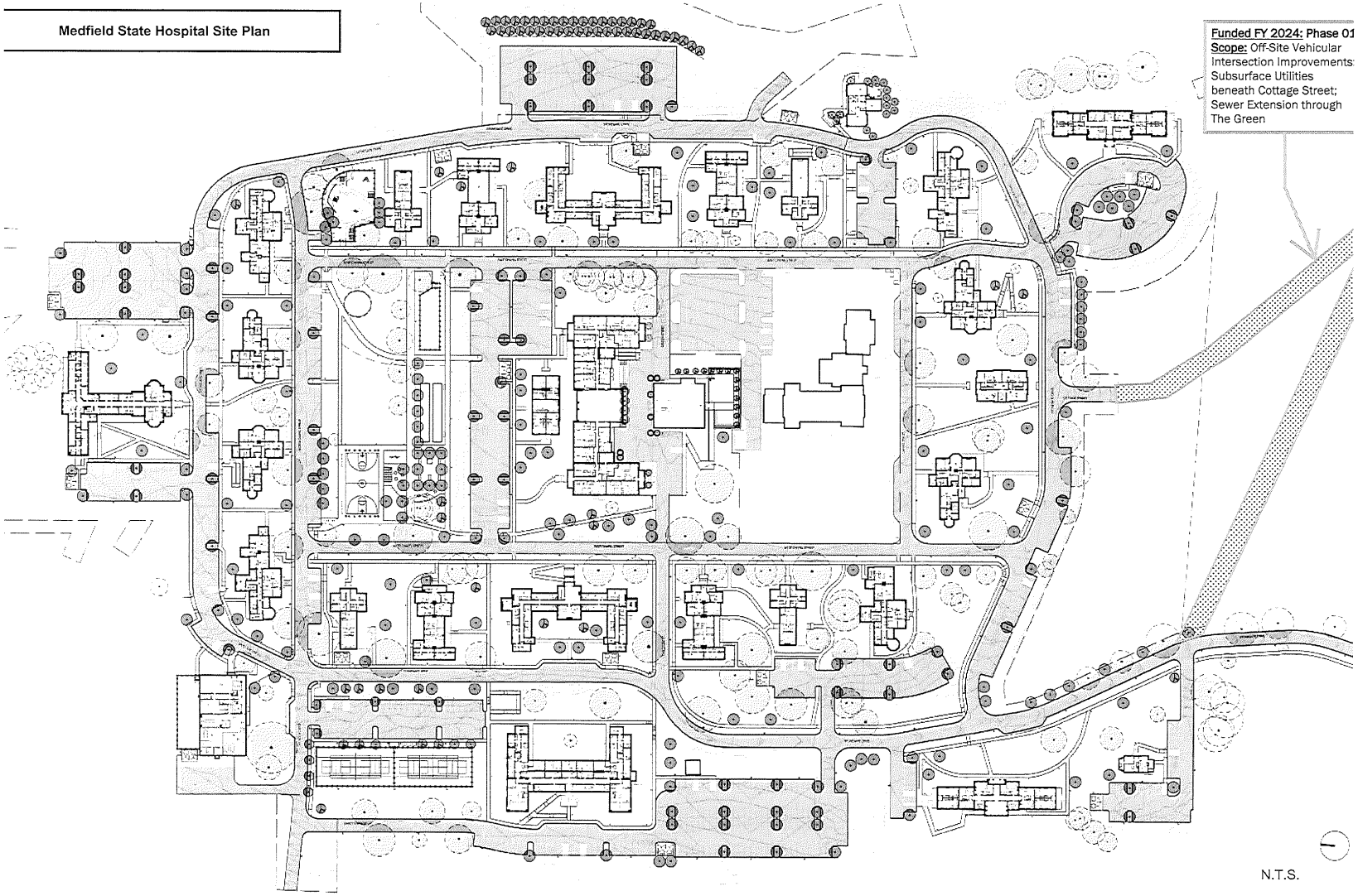
By: 
Name: Rebecca Hemenway
Title: Authorized Signatory

EXHIBIT A

Utilities and Infrastructure Improvements Plan for "Great Lawn" Area

[See attached.]

Medfield State Hospital Site Plan



Funded FY 2024: Phase 01
Scope: Off-Site Vehicular Intersection Improvements; Subsurface Utilities beneath Cottage Street; Sewer Extension through The Green

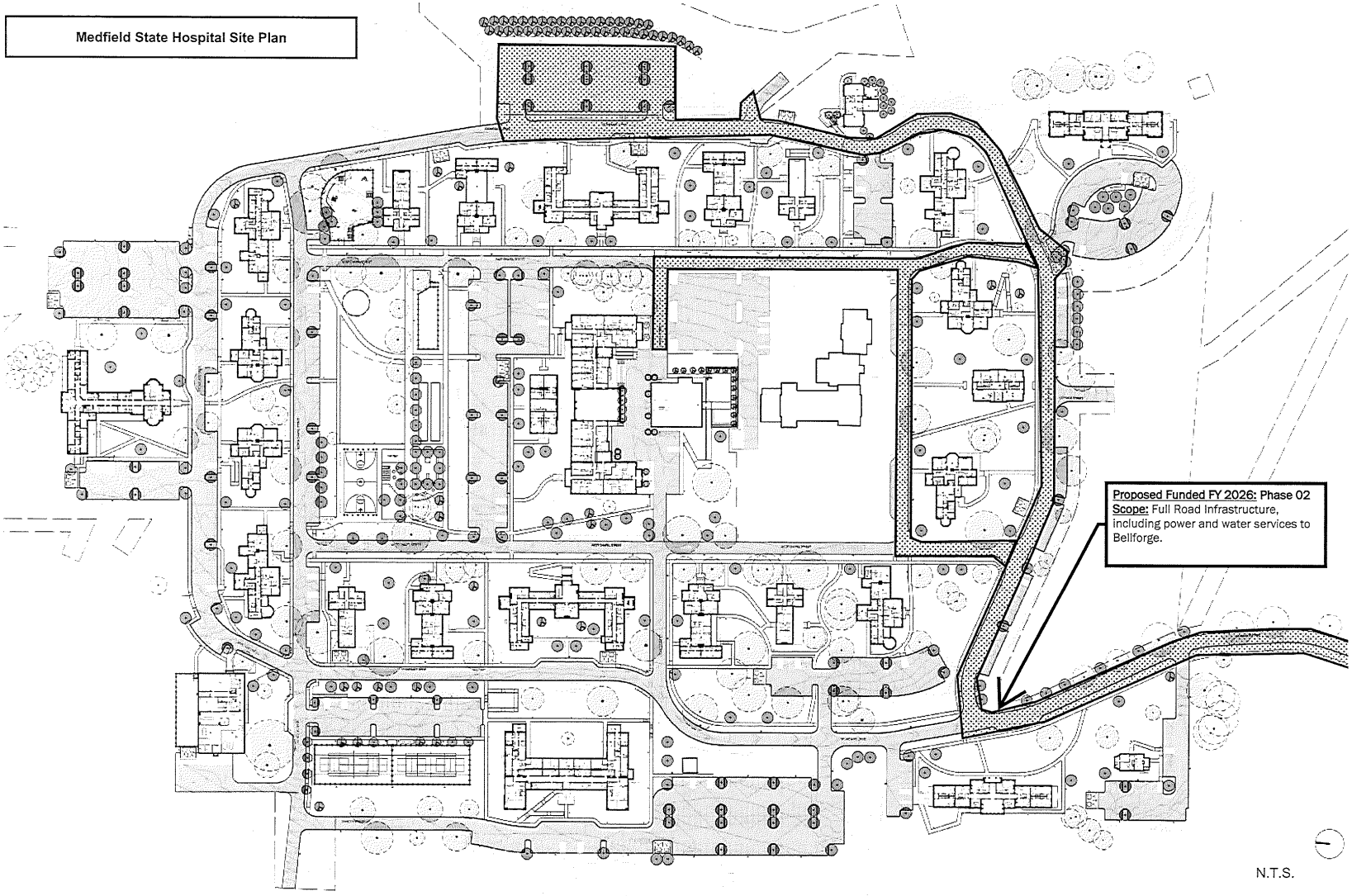
N.T.S.

EXHIBIT B

Utilities and Infrastructure Work to Service Cultural Alliance of Medfield

[See attached.]

Medfield State Hospital Site Plan



N.T.S.

EXHIBIT C

LICENSE TO ENTER

LICENSE TO ENTER AGREEMENT

For Access to Property for the Purpose(s) Hereinafter Described

Property Owner(s):	Town of Medfield 459 Main Street Medfield, MA 02052
Property Address:	Hospital Road Medfield, MA Shown on Plan 4 of Book 634 of 2014 (the "Property")
Description of the Work to be Performed:	Utility and Infrastructure Work in "Great Lawn" Area and to Service Cultural Alliance of Medfield

THIS RIGHT OF ENTRY AND LICENSE AGREEMENT (this "**Agreement**") is made as of this ___ day of _____, 2025, by and between Town of Medfield , acting by and through the Board of Selectmen, a Massachusetts municipality with an address of 459 Main Street, Medfield, Massachusetts 02052, the record Owner (the "**Owner**") of property located at Hospital Road, Medfield, Massachusetts (the "**Property**"), and Trinity Acquisitions LLC, a Massachusetts limited liability company with an address of 75 Federal Street, Boston, Massachusetts, 02110, its employees, assignees, designated affiliates, consultants, and contractors (collectively, "**Trinity**").

RECITALS

WHEREAS, Trinity desires to have a license and privilege to enter onto the Property for the purpose of installing certain utilities and infrastructure as more fully set forth on Exhibit A attached hereto (collectively the "**Work**"), all in accordance with the Land Development Agreement dated as of June 21, 2022, as amended by the certain First Amendment to Land Disposition Agreement dated as of March ___, 2025 by and between Owner and Trinity; and

WHEREAS, Owner desires to allow Trinity to enter upon the Property for the purpose of conducting the Work and any other activities incidental thereto,

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth herein, the parties agree as follows:

1. The Owner hereby grants to Trinity a license to enter upon the Property in order to

undertake the Work on the Property and access the area at reasonable times in accordance with Paragraph No. 2 hereof to conduct the Work. Trinity will undertake and complete the Work in compliance with all applicable laws and requirements and at its sole cost and expense.

2. Any areas disturbed as a result of the access granted herein shall be restored as nearly as practical to their original condition. Specifically, any excavated areas will be backfilled with the original material plus an amount of fill equivalent to that removed (excepting therefrom any nominal amounts that may be removed for analysis) and the original sod, mulch or stone will be replaced. Any disturbance to a structure shall be repaired and/or made safe and secure. It is understood and agreed that all equipment and personnel required for the aforesaid assessment or activities related thereto shall be determined by Trinity at its sole but reasonable discretion and in accordance with the terms of the Land Disposition Agreement. Trinity shall provide the Owner with the intended scope of work being performed at the time it desires to access the Property. The Owner retains the right to object to work which it reasonably believes to be in excess of that which is permitted under the Land Disposition Agreement. It is further understood that all Work will be conducted between 8:00 a.m. and 5:00 p.m. Monday through Friday only, and with five days (5) days advance notice to the Owner of Trinity's initial access therefor.

3. Trinity hereby assumes the entire and complete risk of entering on the Property to perform the Work described above, and agrees to assume, on behalf of itself and its employees, assignees, consultants and contractors, the risk of operations permitted by this Agreement. Trinity shall release, indemnify and hold the Owner harmless for personal injury to Trinity's employees, assignees, designated affiliates, consultants, and contractors, and for loss of or damage to the property and equipment of Trinity, its employees, assignees, consultants and contractors while on the Property. Further, Trinity agrees to release, indemnify and hold the Owner harmless from, for and against any and all claims which may be the result of the Trinity's work during the course of undertaking the Work. Trinity shall be responsible for any loss of or damage to the Property. Trinity shall provide to the Owner a Certificate of Insurance with the Owner listed as additional insured. Such insurance coverage shall be maintained for the duration of the work, as follows: comprehensive general liability insurance written on an occurrence basis, including completed operations coverage; products liability coverage and independent contractors liability coverage, with a combined single limit provision for bodily injury and/or property damage of at least $1,000,000.00; comprehensive automobile liability insurance with a single limit provision, written on an occurrence basis, covering all owned vehicles, hired vehicles and non-owned vehicles for all personal injury, death and property damage, of at least $1,000,000.00; professional liability coverage, if applicable, including errors and omissions coverage, of at least $1,000,000.00 for each claim and as an annual aggregate; and worker's compensation liability insurance within statutory limits. With the exception of the professional liability coverage and worker's compensation coverage, all of the above insurance coverage should be primary, non-contributory and include a waiver of subrogation.

4. Trinity shall provide as-built plans of the Work undertaken from the Property to the Owner at no cost to the Owner, upon completion, and shall provide to the Owner's related professionals access during the Work. Trinity shall notify the Owner of the date and time of any of the Work being undertaken five (5) days prior to the start of any Work activity, and the Owner's professional may accompany Trinity on-site simultaneously during the performance of Trinity's Work. At no

time shall Trinity be delayed in scheduling or in its work due to the availability, unavailability or presence or non-presence of the Owner's professionals.

5. The Owner agrees to cooperate with Trinity in its application(s) for local permit(s), license(s) and/or other approval(s), if any, required for performance of the aforesaid Work, including but not limited to application(s) to the Medfield Conservation Commission for work proposed in areas subject to the Wetlands Protection Act, G.L. c. 131, § 40, or the Medfield Wetlands By-Law. As the holder of title to the Property, the Owner agrees, if necessary, to co-sign any application(s) for local permit(s), license(s) and/or other approval(s), as aforesaid; provided, however, that any and all costs and expenses with said application(s) and related to the assessment activities shall be borne by Trinity. The Owner agrees not to contest Trinity's application for any required permit(s), license(s) or approval(s), for the activities as specified in Paragraph No. 1 above, nor shall the Owner challenge the grant or issuance of same; provided, however, that Trinity shall accept sole responsibility for and satisfy at its sole expense any and all conditions of any such permit(s), license(s) or approval(s). In no event shall any provision of this Agreement require that the Owner grant Trinity access to perform work pursuant to a permit, license or other approval with one (1) or more conditions that Trinity does not, in writing, agree to accept sole responsibility for and satisfy at its sole expense.

6. All notices or other submissions required by or appropriate under this Agreement shall be sent by first-class mail, facsimile, overnight delivery service or certified mail, return receipt requested, to the Owner or Trinity, as applicable, at the addresses listed in the paragraph preceding the Recitals.

7. The Owner and Trinity hereby represent that they have each read this Agreement in its entirety, that they fully understand all the provisions hereof and that they are voluntarily entering into this Agreement having each had the opportunity to consult with counsel.

8. This Agreement shall be valid through the Closing Date. Said date may be extended only with the consent of the Owner, which consent shall not be unreasonably withheld, and only upon modification hereof.

By signing below, the Owner acknowledges that they are granting a license and privilege to the Trinity, as aforesaid, and authorizing the above-described Work to proceed.

IN WITNESS WHEREOF, the parties have executed and acknowledged this Agreement as of the date first above written.

The Town of Medfield

By: _____

Town Administrator, Duly Authorized

Trinity Acquisitions LLC

By: _____

Exhibit A to License to Enter

Plans for Utilities and Infrastructure

[See attached]